

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Arnold & Porter	2. Registration No. 1750
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To correct a deficiency in
- ☒ To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- ☐ Initial Statement
- ☐ Supplemental Statement for the period ending _____
- ☐ Other purpose (specify) _____
- ☐ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

Exhibits A and B

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. *(If space is insufficient, a full insert page must be used.)*

This Amendment to Registrant's Registration Statement is to give notice of a new foreign principal, the Government of Panama, and to file the necessary Exhibits A and B.

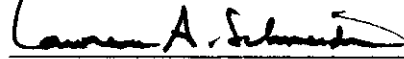
EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

August 3, 1999

(Type or print name under each signature¹)



Lawrence Schneider

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Arnold & Porter 555 12th Street, N.W. Washington, D.C. 20004		2. Registration No. 1750
3. Name of foreign principal Government of Panama	4. Principal address of foreign principal Panama City, Panama	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Foreign government		
<input type="checkbox"/> Foreign political party		
<input type="checkbox"/> Foreign or domestic organization: If either, check one of the following:		
<input type="checkbox"/> Partnership <input type="checkbox"/> Committee		
<input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group		
<input type="checkbox"/> Association <input type="checkbox"/> Other (specify) _____		
<input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant. Ministry of Foreign Affairs		
b) Name and title of official with whom registrant deals. Ambassador Eloy Alfaro de Alba		
7. If the foreign principal is a foreign political party, state:		
a) Principal address. N/A		
b) Name and title of official with whom registrant deals.		
c) Principal aim		

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal N/A

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

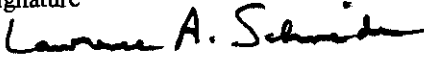
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A August 3, 1999	Name and Title Lawrence Schneider Partner	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Arnold & Porter	2. Registration No. 1750
3. Name of Foreign Principal Government of Panama	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Providing advice to the Government of Panama on issues relating to the Panama Canal Treaty. The duration of the assignment is until August 31, 1999. The Registrant has engaged and will engage in activities on behalf of the foreign principal that do not require registration under the Foreign Agents Registration Act, as indicated in the attached agreement. The Registrant is registering at this time because some of its activities on behalf of the foreign principal may require registration.


8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See response to Question #7, above

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant may engage in political activities on behalf of the foreign principal. The Registrant's activities may on occasion include communications on behalf of the foreign principal with Executive Branch officials, officials of government agencies, and with members of the U.S. Senate and House of Representatives and their staffs relating to the subject matter of the relationship as set forth in the response to question #7 above.

Date of Exhibit B August 3, 1999	Name and Title Lawrence Schneider Partner	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

EXTENSION AGREEMENT NO. 1

Between the signatories below, René Luciani L., male, Panamanian, of the age of majority, married, with personal identity card no. 8-197-628, in his capacity as Acting Minister of Planning and Economic Policy, duly authorized for this act by the National Economic Council, by means of Note No. 416 of October 20, 1998 and for the other party, Eli Whitney Debevoise II in representation of Arnold & Porter, a partnership constituted and existing in the District of Columbia, United States of America, there has been agreed an extension of Contract No. 20 of February 12, 1998 which has as its object the rendering of specialized professional services for legal advice with respect to public debt of the Republic of Panama with commercial banks and that constituted by external bonds, subject to the following provisions:

FIRST: The parties state that they extend in all its aspects Contract No. 20 of February 12, 1998, which has as its object the rendering of specialized professional services for legal advice with respect to the public debt of the Republic of Panama with commercial banks and that constituted by external bonds, and other matters which the Minister of Economy and Finances may request, for a term of one year from January 1, 1999, based on the fourth clause of the original contract.

SECOND: The parties agree that for the purposes of determining the amount of the contract it is estimated that the cost of the contract, both for legal fees and expenses as provided in the original contract will be for an amount of up to Five Hundred Fifty Thousand U.S. Dollars (US\$550,000.00) at the rate of Two Hundred and Forty U.S. Dollars (US\$240.00) per hour, of which Five Hundred Thousand U.S. Dollars (US\$500,000.00) will be charged to budget item no. 0.15.0.1.001.01.04.171 corresponding to the budget for 1999 and Fifty Thousand U.S. Dollars (US\$50,000.00) will be charged to reserve no. 70714 of the 1998 budget.

THIRD: The original contract shall continue in full force and effect in the form in which it was originally agreed, with the exception of those clauses which may be or have been modified by any extension.

FOURTH: In order to guarantee performance of the obligations assumed in the present contract the advisers will establish a performance bond in favor of the State in any of the forms permitted by Article 108 of Law 56 of December 25, 1995 and other applicable provisions.

FIFTH: Attached to the original of the contract are the revenue stamps referred to in Article 967 of the Fiscal Code.

As proof, this agreement is signed in the city of Panama on the 4th of March of one thousand nine hundred ninety-nine (1999).

FOR THE STATE

FOR THE ADVISER

RENÉ LUCIANI L.
Acting Minister of Planning
and Economic Policy

ELI WHITNEY DEBEVOISE II

REFRENDADO

CONTROLLER GENERAL OF THE REPUBLIC

CONTRACT NO. 020
FOR SPECIALIZED PROFESSIONAL SERVICES FOR LEGAL ADVICE
WITH RESPECT TO A PUBLIC DEBT OF THE REPUBLIC OF PANAMA
WITH COMMERCIAL BANKS AND THAT CONSTITUTED
BY EXTERNAL BONDS

Among the parties signing below, Carlos A. Vallarino, male, Panamanian, of the age of majority, married, personal identity card no. 4-102-1577, in his capacity as Vice Minister of Planning and Economic Policy, duly authorized for this act by the National Economic Council in its session of December 3, 1997 with the favorable opinion of the National Economic Council according to National Economic Council note no. 494 of December 3, 1997 on one part and hereinafter referred to as MIPPE and for the other party, Eli Whitney Debevoise II in representation of Arnold & Porter, a partnership constituted and existing in the District of Columbia, United States of America, hereinafter referred to as the Adviser. This contract is celebrated subject to the following clauses, terms and conditions:

FIRST: Short Title: The short title of this contract is Contract for Legal Advice With Respect to The Public Debt, which may be used and accepted interchangeably with the full name in the heading for all effects of the present contract.

SECOND: Purpose: The purpose of this contract is the rendering of legal services by the adviser to the Government of the Republic of Panama with respect to public debt with commercial banks as well as with respect to its public debt constituted as external bonds and other matters that the Ministry of Planning and Economic Policy may request.

THIRD: Form of the Contract: This contract constitutes a simple extension of the original contract in conformity with section 8 of Article 58 of Law 56 of December 27, 1995.

FOURTH: Term: The duration of this contract will be from November 21, 1997 through December 31, 1998, which term may be extended in conformity with the law of public contracting. Notwithstanding, any of the parties may terminate this contract by means of 30 days prior written notification to the other party.

FIFTH: Performance Bond: In order to guarantee performance of the obligations arising under this contract the adviser will present a bond as a guarantee or performance bond for the amount of Fifty Thousand Balboas (B/50,000) on terms and conditions acceptable to MIPPE.

SIXTH: Absence of Employee Status: The adviser will perform its services with professional independence by means of which the personnel assigned to the performance of this contract will not acquire vis-à-vis MIPPE any labor rights.

SEVENTH: Information: The Adviser shall maintain for MIPPE the information and documentation related to the performance of this contract during and after its term for up to a period of six years after termination of the same.

EIGHTH: Coordinating Unit: The parties may designate at any time persons, units or offices for purposes of coordinating performance of this contract.

NINTH: Rendering of Statements: MIPPE agrees to pay to the Adviser for legal services rendered by it under this contract professional fees at the rate of Two Hundred and Twenty Five U.S. Dollars (US\$225.00), in legal currency of the United States of America per hour for services. In addition, MIPPE agrees to reimburse the Adviser for expenses or disbursements which it may incur for the account of MIPPE with respect to the rendering of professional services referred to above, including by way of example and not of limitation, transportation and lodging expenses, photocopying, translation, printing and sending of documents, long distance telephone calls and other similar expenses in conformity with criteria established in the form of invoice set forth in Annex B hereto. It is considered, as an estimate of fees and expenses that this contract is for a total amount

of Five Hundred Thousand U.S. Dollars (US\$500,000.00) the parties agreeing to amend this contract with respect to this amount whenever MIPPE so requires. For purposes of invoicing professional fees and reimbursement of expenses, the Adviser will present to MIPPE monthly statements of account corresponding to the forms in Annexes A and B attached hereto. Such statements of account shall be paid by MIPPE directly to the Adviser within thirty days following the presentation thereof by means of payments in dollars, legal tender in the United States of America, by wire transfer to [...] for the payment of statements of account directed to the Republic of Panama (MIPPE) or in conformity with the payment instructions that the Adviser may provide periodically to MIPPE. For the other part, expenses which the Adviser may incur by reason of taxes, rates, assessments or rights in the Republic of Panama will be covered by the Republic of Panama.

TENTH: Reasons for Termination: The following shall be reasons for administrative termination of this contract:

- a. Demonstrated incapacity of the Adviser for the performance of its obligations.
- b. Those established in Articles 104 and 105 of Decree Law No. 56 of December 27, 1995.

ELEVENTH: Applicable Law: This contract is subject to the laws of the Republic of Panama and to the jurisdiction of the National Courts and the Adviser waives any diplomatic claim with respect to the rights and obligations arising from this contract except in the case of denial of justice. It is not to be understood that there is denial of justice if the contractor has available to him recourses and means of action which he could undertake under Panamanian law which he has not used.

TWELFTH: Confidentiality: The Adviser, its employees, affiliates, subsidiaries and contractors as the case may be agree to maintain the absolute confidentiality with respect to the information, objectives and negotiating strategies and any other aspect relative to and deriving from the services which are the object of this contract and this agreement of confidentiality extends beyond the termination of the contract and rendering of the services hereunder. The confidentiality agreement includes the agreement of the Adviser to refrain from participating directly or indirectly in the market for Panamanian debt and from advising participants in such market during the term of this contract and for a period of six months after the termination of the contract or the rendering of any services pursuant thereto.

THIRTEENTH: Contracting of Third Parties: In case the Adviser is required to contract the services of third parties for the rendering of certain substantial services under this contract it may only do so with prior written authorization of MIPPE.

FOURTEENTH: Budget Item: Payments undertaken by MIPPE in the execution and performance of this contract will be made by charging budget entry no. 0.15.0.1.001.01.04.171, following presentation of a statement of account against the National Treasury.

FIFTEENTH: Revenue Stamps: Attached to the original of this contract are the revenue stamps referred to in Article 967 of the Fiscal Code.

SIXTEENTH: Signature and Refrendo: This contract requires for its complete validity the refrendo of the Comptroller General of the Republic and the approval of the Vice Minister of Planning and Economic Policy.

ACUERDO DE PRORROGA N°1

Entre las partes abajo firmantes, RENÉ LUCIANI L., varón, panameño, mayor de edad, casado, con cédula de identidad personal N°8-197-628, en su condición de Ministro Encargado de Planificación y Política Económica, debidamente autorizado para este acto por el Consejo Económico Nacional, mediante nota N°416 del día 20 de octubre de 1998, y por la otra parte, ELI WHITNEY DEBEVOISE II en representación de ARNOLD AND PORTER, sociedad civil constituida y existente en el Distrito de Columbia, Estados Unidos de América, se ha convenido una prórroga al Contrato N°20 de 12 de febrero de 1998, que tiene como objeto la prestación de Servicios Profesionales Especializados en Asesoría legal para la Deuda Pública de la República de Panamá con la Banca Comercial y la constituida en Bonos Externos, sujeto a las siguientes cláusulas:

PRIMERA: Declaran las partes que prorrogan en todas sus partes el Contrato N°20 de 12 de febrero de 1998, que tiene como objeto la prestación de Servicios Profesionales Especializados en Asesoría Legal sobre la Deuda Pública de la República de Panamá con la Banca Comercial y la constituida en Bonos Externos, y otros asuntos que solicite el Ministerio de Economía y Finanzas, por el término de un año a partir del 1 de enero de 1999, con fundamento en la Cláusula 4ta. del contrato original.

SEGUNDA: Las partes acuerdan que, a los efectos de determinación de cuantía del contrato, se estima que el costo del contrato, tanto a título de honorarios como de gastos en forma prevista en el contrato original será por la suma de hasta QUINIENTOS CINCUENTA MIL DOLARES AMERICANOS (US 550,000.00), a razón de DOSCIENTOS CUARENTA DOLARES AMERICANOS (US 240.00) la hora, de los cuales QUINIENTOS MIL DOLARES AMERICANOS (US 500,000.00) serán con cargo a la partida presupuestaria No.0.15.0.1.001.01.04.171 correspondiente al presupuesto de 1999 y CINCUENTA MIL DOLARES AMERICANOS (US 50,000.00) serán cancelados a la reserva N°70714 del presupuesto de 1998.

TERCERA: El contrato original continuará en pleno vigor y efecto en la forma en que se fue originalmente pactado, salvo las cláusulas que resulten o hayan sido modificadas por cualquier prórroga.

CUARTA: Para garantizar el cumplimiento de las obligaciones asumidas por el presente contrato, los consultores constituirán fianza de cumplimiento a favor del Estado en cualesquiera de las formas que permita el artículo 108 de la Ley 56 de 27 de diciembre de 1995 y otras disposiciones aplicables.

QUINTA: Se adhieren al original del contrato, los timbres a que se refiere el Artículo 967 del Código Fiscal.

Para constancia, se firma el presente acuerdo en la ciudad de Panamá, a los días cuatro (4) de marzo de mil novecientos noventa y nueve (1999).

POR EL ESTADO

POR LA ASESORA

RENÉ LUCIANI L.
Ministro Encargado de
Planificación y Política Económica

Eli Whitney Debevoise II
ELI WHITNEY DEBEVOISE II

REFRENDO

CONTRALORIA GENERAL DE LA REPUBLICA

As proof, this contract is signed on the _____ day of the month of _____ of One Thousand One Hundred Ninety-Seven (1997).

FOR MIPPE

FOR THE ADVISER

CARLOS A. VALLARINO
Vice Minister of Planning
and Economic Policy

ELI WHITNEY DEBEVOISE II

REFRENDOS

COMPTROLLER GENERAL OF THE REPUBLIC